

THE MARKS LAW FIRM, P.C.

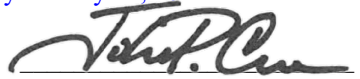
January 5, 2023

FILED VIA ECF

Hon. John P. Cronan
United States District Judge
United States Courthouse
500 Pearl Street, Courtroom 12D
New York, NY 10007-1312

In light of Defendant's willingness to provide Plaintiff the lease in effect, the Clerk of Court is directed to close Docket Number 19. With respect to Defendant's proposed Rule 12(b)(1) motion, Defendant is reminded of its obligation to file a pre-letter motion. Defendant shall provide Plaintiff the lease in effect by January 11, 2024.

SO ORDERED.
Date: January 5, 2024
New York, New York


JOHN P. CRONAN
United States District Judge

RE: **Lesaldo Shalto v. Djerdan Astoria Corp., et al.**
Index: 1:23-cv-06730-JPC

Dear Judge Cronan,

Plaintiff respectfully files this letter response correcting Defendant, Djerdan Astoria Corp.'s, misstatements, which is nothing short of gamesmanship. It should be noted that we did request Mr. Hamtini withdraw and/or correct the statement, prior to filing this letter.

Specifically, rather than focus on the issue before Your Honor regarding production of information in their possession towards service of the Angela Leondou [Dkt 18], Defendants counsel went out of his way to try and gain an edge with Your Honor, that undermines our integrity and the integrity of the ADA [Dkt 21]. Specifically, Defendant stated, inter alia:

"Defendant has in fact made remedial efforts and has reached out to Plaintiff's counsel to propose a fair settlement. Unfortunately, Plaintiff has refused to engage in settlement discussions and instead is focused solely on serving the Defendant Angelo Leondou for reasons known only to Plaintiff's counsel. This unnecessarily prolongs this litigation"

We don't mind Defendants opinion that their unfair settlement offer was "fair." Or the self-serving claims of mootness, which is disputed. But we did spend about 45 minutes on the phone discussing, inter alia, their claim of mootness for the purpose of trying to resolve the matter and went through the barriers to access one at a time. But we did not agree the barriers were moot, which itself was a barrier towards resolution. In a brief follow up call thereafter, nothing had changed. However, we offered to continue the discussions about mootness and consider any information they have in good faith (see attached November 28, 2023, follow up e-mail), which may assist towards early resolution. Moreover, we have offered Mr. Hamtini to engage the SDNY mediation program a few times, including during the November 28, 2023 call and in writing as far back as October 6, 2023 (see attached October 6, 2023 email).

Moreover, Defendants counsel was acutely aware of our focus on obtaining the landlords contact information, for the purpose of timely service, considering he was retuning my various attempts to contact him by phone and email about the same, without the courtesy of a response

THE MARKS LAW FIRM, P.C.

for months. See attached emails dated October 6, 2023, October 24, 2023, October 27, 2023, November 17, 2023, and again on our November 28, 2023, and follow up call.

We thank Your Honor for your time and apologize for using it to address the misstatements. We hope the parties can move forward in good faith and focus on the merits of the case. To that end, we look forward to Your Honors ruling, or a conference, regarding our December 18, 2023 request regarding service of Angela Leondou [Dkt 18] and remain willing to participate in an SDNY mediation program, or a settlement conference before a magistrate judge, should Defendant consent.

Respectfully Submitted,

The Marks Law Firm, P.C.

By: 

Bradly G. Marks

THE MARKS LAW FIRM, P.C.

EXHIBIT A



Bradly Marks <bmarkslaw@gmail.com>

DJERDAN ASTORIA CORP. AND VOUNO KAI THALASSA, LLC: 1:23-CV-6730

2 messages

Bradly Marks <bmarkslaw@gmail.com>

Mon, Sep 11, 2023 at 2:27 PM

To: faris@hamtinilaw.com, Richard Madnick <rmadnick@markslawpc.com>

Mr. Hamtini,

I hope you have been well. I am writing to find out if you have heard from the landlord?
It is our understanding we have the correct named landlord (ANGELA LEONIDOU).

Can you confirm ANGELA LEONIDOU is the correct landlord (a necessary party)? It seems to be beneficial for both of us to have the correct landlord in the action.

If so, do you have any contact information for the landlord? We want to make sure they are aware of the action and timely respond.

If not, can you confirm the correct name of the landlord (likely named on the lease)? And provide contact info? If you have a copy of the lease, we can work off that.

If you are going to represent the landlord, are you authorized to accept service?

Feel free to call me to discuss as well.

--

Regards,

Bradly G. Marks
The Marks Law Firm, P.C
155 East 55th St, Suite 4H
New York, NY 10022
T: (646) 770 - 3775
F: (646) 867 - 2639
www.markslawpc.com

CONFIDENTIALITY NOTE AND WIRE FRAUD WARNING: The information contained in this e-mail message and any attachment is confidential information intended for the use of the individual or entity named in this message. This information may be protected by attorney/client privilege, work product privilege or other laws, rules, and regulations providing for the protection of confidential communications. If you are not the intended recipient, you are hereby notified that any retention, use, copying or forwarding of this message is prohibited. If you have received this e-mail message in error, please contact the sender of this message by return e-mail and delete this message and any attachments. Wire fraud continues to be a serious and prevalent issue. Before wiring any money, call your lawyer or paralegal or real estate broker using contact information found from an independent source, to verify any funding instructions received. Hacked or fraudulent emails can contain misleading phone numbers. NEVER rely on email for contact information and pay close attention to the email properties (such as variations of domain names, different "reply to" email addresses, etc. Be vigilant and stay paranoid. WE WILL NEVER SEND YOU A REQUEST FOR WIRE INSTRUCTIONS VIA EMAIL. WE ONLY ACCEPT THIS INFORMATION IN PERSON, THROUGH AN ENCRYPTED EMAIL, SECURE PORTAL, OVER THE TELEPHONE OR SENT VIA FEDEX OR USPS. THE BENEFICIARY ACCOUNT FOR INCOMING WIRES WILL ALWAYS BE; "The Marks Law Firm, PC" unless otherwise designated and confirmed by phone. PLEASE CALL US AT 646 770 3775.

Bradly Marks <bmarkslaw@gmail.com>

Fri, Oct 6, 2023 at 5:32 PM

To: faris@hamtinilaw.com, Richard Madnick <rmadnick@markslawpc.com>

Faris,

Following up here. We have not heard a response from you about the landlord, but can you confirm the requested info.

We would like to keep this case moving.

Can you send a copy of the lease?

Have you or your client been in communication with the landlord?

Or can you share the landlords contact info and I will pursue them.

We are also open to submitting this the SDNY mediation program if you like, and see if we can save tie and money at this stage. Let me know.

--

Regards,

Bradly G. Marks
The Marks Law Firm, P.C
155 East 55th St, Suite 4H
New York, NY 10022
T: (646) 770 - 3775
F: (646) 867 - 2639
www.markslawpc.com

CONFIDENTIALITY NOTE AND WIRE FRAUD WARNING: The information contained in this e-mail message and any attachment is confidential information intended for the use of the individual or entity named in this message. This information may be protected by attorney/client privilege, work product privilege or other laws, rules, and regulations providing for the protection of confidential communications. If you are not the intended recipient, you are hereby notified that any retention, use, copying or forwarding of this message is prohibited. If you have received this e-mail message in error, please contact the sender of this message by return e-mail and delete this message and any attachments. Wire fraud continues to be a serious and prevalent issue. Before wiring any money, call your lawyer or paralegal or real estate broker using contact information found from an independent source, to verify any funding instructions received. Hacked or fraudulent emails can contain misleading phone numbers. NEVER rely on email for contact information and pay close attention to the email properties (such as variations of domain names, different "reply to" email addresses, etc. Be vigilant and stay paranoid. WE WILL NEVER SEND YOU A REQUEST FOR WIRE INSTRUCTIONS VIA EMAIL. WE ONLY ACCEPT THIS INFORMATION IN PERSON, THROUGH AN ENCRYPTED EMAIL, SECURE PORTAL, OVER THE TELEPHONE OR SENT VIA FEDEX OR USPS. THE BENEFICIARY ACCOUNT FOR INCOMING WIRES WILL ALWAYS BE; "The Marks Law Firm, PC" unless otherwise designated and confirmed by phone. PLEASE CALL US AT 646 770 3775.

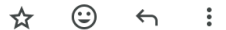
[Quoted text hidden]



Bradly Marks <bmarkslaw@gmail.com>

to faris, Richard ▾

Oct 24, 2023, 2:10 PM



Faris,

I am following up again about the landlord. Have you heard from the landlord?

We have been trying to get in touch with the landlord without success. We cannot effectuate service on the individual owner at the address' available through our due diligence. Can you provide a copy of the lease or the address in the lease to make sure we have the correct landlord, Angela Leonidou, and address?

It would save hours of unnecessary work if you can confirm with your client, or send the lease (which is readily available to your client). It will benefit us both to have the landlord involved considering, inter alia, there are structural remediations sought in the complaint.

With regards to the discovery demands, handle as you see fit, although I believe the RTA time is 30 days. The discovery demands and interogs timing doesn't tick until after the initial conference.

We look forward to your follow up.

--

Regards,

Bradly G. Marks
The Marks Law Firm, P.C
155 East 55th St, Suite 4H
New York, NY 10022
T: (646) 770 - 3775
F: (646) 867 - 2639
www.markslawpc.com

CONFIDENTIALITY NOTE AND WIRE FRAUD WARNING: The information contained in this e-mail message and any attachment is confidential information intended for the use of the individual or entity named in this message. This information may be protected by attorney/client privilege, work product privilege or other laws, rules, and regulations providing for the protection of confidential communications. If you are not the intended recipient, you are hereby notified that any retention, use, copying or forwarding of this message is prohibited. If you have received this e-mail message in error, please contact the sender of this message by return e-mail and delete this message and any attachments. Wire fraud continues to be a serious and prevalent issue. Before wiring any money, call your lawyer or paralegal or real estate broker using contact information found from an independent source, to verify any funding instructions received. Hacked or fraudulent emails can contain misleading phone numbers. NEVER rely on email for contact information and pay close attention to the email properties (such as variations of domain names, different "reply to" email addresses, etc. Be vigilant and stay paranoid. WE WILL NEVER SEND YOU A REQUEST FOR WIRE INSTRUCTIONS VIA EMAIL. WE ONLY ACCEPT THIS INFORMATION IN PERSON, THROUGH AN ENCRYPTED EMAIL, SECURE PORTAL, OVER THE TELEPHONE OR SENT VIA FEDEX OR USPS. THE BENEFICIARY ACCOUNT FOR INCOMING WIRES WILL ALWAYS BE; "The Marks Law Firm, PC" unless otherwise designated and confirmed by phone. PLEASE CALL US AT 646 770 3775.

...



Bradly Marks <bmarkslaw@gmail.com>

to faris, Richard ▾

Oct 27, 2023, 10:04 AM



Faris,

Checking in here. Any response?



Bradly Marks <bmarkslaw@gmail.com>

to faris, Richard ▾

Nov 17, 2023, 2:34 PM



Faris,

I am reaching out again with regards to service. Can you provide a copy of the lease or any information regarding the landlord so we can timely effectuate service. We respectfully request your cooperation in compliance with the FRCP and service. If you have contacts with the landlord or information such as the lease to provide. If you do not intend on providing and information in your clients possession at this time, please let us know.

Thank you.



Bradly Marks <bmarkslaw@gmail.com>

to faris, Richard ▾

Nov 28, 2023, 5:02 PM



Faris,

As a follow up to our call just now, you raised the issue of mootness as part of your plan going forward, and will hopefully send me proof of remediations taken or basis of mootness to consider under settlement purposes and we will review with you. If I have anything to the contrary I will share as well, and hopefully not waste time on unnecessary motion practice.

You mentioned you cannot provide any info on the landlord as it may be against your clients interests, but if you can send the lease or something else, that would be helpful to keep the costs etc down, which is also in all parties interest. In order to consider the mootness, if relying on a reasonable alternative, then we would review the lease anyways. Let me know if it can be provided. Any contact or info would be appreciated. You also mentioned you would send a recent case to support your mootness argument (gannon), but may not apply as a whole. Specifically, your concern was about "abuse" of the ADA due to the volume of cases, but Lesaldo only brought 16 cases in SDNY and 18 cases in EDNY since 2012 (that's about 2-3 cases a year on average), not 300 + as you mentioned.

We are happy to consider whatever you are willing to share to support your MTD, but any MTD simply seems premature right now without any discovery or proof provided whatsoever. But again, the line of communication is open and we will work through any concerns with you. However, if there is no basis for the MTD, we will share our position with you as well.

Looking forward to your follow up and appreciate your time on this case.

